REMARKS

Favorable reconsideration of the application is respectfully requested in light of the amendments and remarks herein.

Upon entry of this amendment, claims 1–19, 21, and 23–52 will be pending. By this amendment, claims 1, 3–4, 23, 29, 39, 47–48 and 50–52 have been amended. No new matter has been added.

Objections to Claims 1–19, 21, and 23–52

In Section 2 of the Office Action of December 5, 2006 ("current Office Action"), claims 1–19, 21, and 23–52 stand objected to. Independent claims 1, 23, 29, 47–48, and 50–52 have been amended to address the rejection. Claims 2–19, 21, 24–28, 30–46, and 49 were objected to only because they depend upon one of independent claims 1, 23, 29, and 48.

Accordingly, it is submitted that the objections to claims 1–19, 21, and 23–52 have been overcome by the present remarks and withdrawal thereof is respectfully requested.

§102 Rejection of Claims 1–12, 15–19, 21, 23–25, 28–45 and 47–52

In Section 4 of the current Office Action, claims 1–12, 15–19, 21, 23–25, 28–45, and 47–52 stand rejected under 35 U.S.C. §102(b) as being anticipated by Fenton *et al.* (U.S. Patent Application No. US 2002/194195; hereinafter referred to as "Fenton").

In the Background section of the Specification, it was stated that "[t]he emergence of a growing number of media players has created a widening gap between the richness of the various types of media content and the diverse capabilities of the client devices to handle the content. As a result, the technology selection process for the end user has become quite complicated. For

example, the user often cannot be certain that a given media player will be able to play the type of media content in which he or she is interested. Also, the user may be required to frequently download new media playing software in order to access desired content." *Background of the Specification, page 2, lines 8–14.*

To address the above-stated problem, embodiments of the present invention provide systems, methods, and programs for accessing and utilizing media publishing. In particular, because the presentation templates in a presentation template category have the same number and genres of media slots and the same settable features, those presentation templates are replaceable by other presentation templates within the same category without reselecting media items assigned to the media slots or resetting the settable features. For example, the structure of system claim 1, amended in accordance with suggestions and agreement with the Examiner per telephone interview, includes:

> *a network interface* to connect the media publishing system to a user;
>
> *a plurality of web services* including media project building,
> publishing, and accessing services using <u>presentation templates,</u>
> the <u>presentation templates</u> grouped into categories, each
> presentation template of a same category providing a different
> presentation framework and having the same media item slots; and
>
> *a data storage* providing a file system to said plurality of web services,
> where the file system provides access to media items;
>
>> wherein the <u>presentation templates</u> include settable features, the
>> settable features controlling an aspect of presenting the media
>> project, and
>>
>> wherein <u>the settable features</u> for <u>presentation templates in said</u>
>> <u>same category are configured to match and remain unchanged</u>
>> <u>when a presentation template in said same category is switched for</u>
>> <u>another presentation template in said same category.</u>

(emphasis added)

Accordingly, in one aspect of claim 1, the <u>presentation templates</u> include settable features, the settable features controlling an aspect of presenting the media project, and <u>the settable features</u> for <u>presentation templates in the same category are configured to match and remain unchanged when</u> <u>a presentation template in the same category is switched for another presentation template in the</u> <u>same category.</u> "To build a project, the user selects [a rich media publishing] template. The <u>template is a presentation framework</u> and includes a number of media slots. Each media slot defines a genre of media (e.g., image, audio, video) and a specific target format (e.g., a JPEG format image that is 320x480 pixels)." *Specification, page 5, lines 10–13* (emphasis added). That is, "[a] template also has one or more media slots. A media slot is an open or undefined part of the template. A media item can be assigned to each media slot." *Specification, page 9, lines 28–30.* Further, "[t]he <u>templates</u> are <u>grouped into categories</u>. Templates in the same category have the same media slots but can have completely different set features." *Specification, page 10, lines 27–28* (emphasis added). "Because templates in the same category have the same number and genres of media slots, the template can be replaced with another template in the same category without reselecting media items." *Specification, page 11, lines 7–9.* "In another implementation, a template also includes settable features. A settable feature controls an aspect of the presentation of a project such as background color or font characteristics. A settable feature does not have an assigned media item. As discussed above, media items are assigned to media slots. In one implementation, the settings for settable features are reflected in HTML code for the project built according to the template. <u>The</u> <u>settable features in templates in the same category also match to facilitate seamless transition</u> <u>between templates.</u>" *Specification, page 12, lines 16–22* (emphasis added). That is, for example, when features of a first selected presentation template are modified and the user selects a replacement second presentation template from the same category as the first presentation template,

the feature modifications apply to the second presentation template without user action. Thus, the user experiences a "seamless transition" between presentation templates belonging to the same category by not having to apply feature modifications at the selection of each different presentation template.

By contrast, Fenton states in paragraphs 0124 and 0125 that a "[p]ulldown box 1612 may allow the user to choose from a list of video or audio files stored on their stash. The chosen video or audio clip may then be featured on their user showcase page as a user-selectable video or audio clip. In one embodiment, only those video or audio files in the user's stash that are in a valid video or audio format for the showcase page will be displayed to the user. Pulldown box 1614 may allow the user to choose a pre-defined template for their user showcase page. The template will define the format of the showcase page (i.e., where page elements are located on the page). Pulldown box 1616 may allow the user to choose a background color palette for the user showcase page. ... A template preview window 1620 may be provided to allow the user to preview the template styles. Thumbnail examples of showcase page templates may be shown to the user. In one embodiment, this template preview page has no functionality (i.e., the image is static). In one embodiment, if the user does not select a template or background color palette, a pre-defined default template and color palette may be used." It therefore appears that Fenton, in these paragraphs, merely discloses a pre-defined template for which a user can specify a background color.

Fenton also discloses "asset packs" containing "video, audio, and animation segments that may be incorporated into or combined with the user's own media content." See *Fenton, paragraph 0050*. Fenton further discloses example asset packs of "comedy" and "music" content. *Id.* However, Fenton's disclosure of asset packs appears to describe them only in terms containing particular categories of media content, but not as <u>categories</u> of <u>presentation templates</u>.

Thus, Fenton fails to teach or suggest <u>presentation templates</u> including settable features, the settable features controlling an aspect of presenting the media project, and <u>the settable features</u> for <u>presentation templates</u> <u>in the same category</u> <u>configured to match and remain unchanged when a</u> <u>presentation template in the same category is switched for another presentation template in the same</u> <u>category</u>. Therefore, Fenton apparently fails to teach or suggest all the limitations of amended claim 1.

Based on the foregoing discussion, claim 1 should be allowable over Fenton. Further, since independent claims 23, 29, 47–48 and 50–52 have also been amended to parallel and recite substantially similar limitations as recited in claim 1, claims 23, 29, 47–48 and 50–52 should also be allowable over Fenton. Since claims 2–12, 15–19, 21, 24–25, 28, 30–45 and 49 depend from one of claims 1, 23, 29, and 48, claims 2–12, 15–19, 21, 24–25, 28, 30–45 and 49 should also be allowable over Fenton.

Accordingly, it is submitted that the rejection of claims 1–12, 15–19, 21, 23–25, 28–45, and 47–52 based upon 35 U.S.C. §102(b) has been overcome by the present remarks and withdrawal thereof is respectfully requested.

Applicant notes that the §102(b) rejection of Section 4 of the current Office Action does not address the amendments to the claims provided in Applicant's response filed on September 19, 2006 to the Office Action dated May 23, 2006 ("previous Office Action"). Applicant respectfully points out that where a claim is to be rejected, the ground of rejection must be fully and clearly stated. See *MPEP § 707.07(d)*. Because grounds of rejection of the claims amended in response to the previous Office Action are not specifically stated (i.e., the Examiner's rejection in the current Office Action was not issued on the amended claims), Applicant is unable to fully and effectively respond in this

18

response to obtain a most favorable reconsideration of the claims. Therefore, Applicant respectfully requests allowance of the present claims, or at least another office action (instead of an advisory action) in which the most current amendments to the claims are reviewed in particularity.

§ 103 Rejection of Claims 13–14, 26–27 and 46

In Section 5 of the current Office Action, claims 13–14, 26–27 and 46 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Fenton in view of Masuoka *et al.* (U.S. Patent Application No. US 2004/0230636; hereinafter referred to as "Masuoka").

Based on the foregoing discussion regarding claims 1, 23, and 29, and since claims 13–14, 26–27 and 46 depend from one of claims 1, 23, and 29, claims 13–14, 26–27 and 46 should also be allowable over Fenton. Further, Masuoka was cited merely for teaching "task computing in which he teaches a web folder configured as a folder on the web browser. Therefore, Fenton and Masuoka, individually or in combination, fail to teach or suggest all the limitations of claims 13–14, 26–27, and 46.

Accordingly, it is submitted that the rejection of claims 13–14, 26–27 and 46 based upon 35 U.S.C. §103(a) has been overcome by the present remarks and withdrawal thereof is respectfully requested.

Conclusion

In view of the foregoing, entry of this amendment and the allowance of this application with claims 1–19, 21, and 23–52 are respectfully solicited.

In regard to the claims amended herein and throughout the prosecution of this application, it is submitted that these claims, as originally presented, are patentably distinct over the prior art of record, and that these claims were in full compliance with the requirements of 35 U.S.C. §112. Changes that have been made to these claims were not made for the purpose of patentability within the meaning of 35 U.S.C. §§101, 102, 103 or 112. Rather, these changes were made simply for clarification and to round out the scope of protection to which Applicant is entitled.

In the event that additional cooperation in this case may be helpful to complete its prosecution, the Examiner is cordially invited to contact Applicant's representative at the telephone number written below.
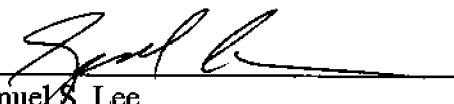
The Commissioner is hereby authorized to charge any insufficient fees or credit any overpayment associated with the above-identified application to Deposit Account 50-2075.

Respectfully submitted,
Procopio, Cory, Hargreaves & Savitch LLP

Dated: 1\25\07

By:
Samuel S. Lee
Reg. No. 42,791

Procopio, Cory, Hargreaves & Savitch LLP
530 B Street, Suite 2100
San Diego, California 92101-4469
(619) 238-1900